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a gift or promise of gift not in writing, although followed by possession and improvement of land, a parol gift or promise of gift of land, to be consummated by deed, if followed by donee's improvements on the land, is unenforceable.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 564.]

2. Wills (§ 58 (1)*)—Oral Contract to Devise—Validity—Statute.—Under Code 1904, § 2413, a contract for a gift, to be perfected by will, even if followed by improvements on the land by the donee, is unenforceable.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 586.]

3. Wills (§ 59*)—Oral Contract to Devise—Consideration.—Under Code 1904, § 2413, an oral promise to devise a farm, upon the donee leaving his own farm and improving that of the donor, was not based upon a valuable consideration.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 586.]

4. Wills (§ 82*)—Validity—Unjust Disposition.—The fact that testator disinherited his son, formerly his favorite, on account of rumors as to son's attitude towards him, held not to render the will invalid, where neither mental incompetency nor undue influence were shown, but merely that the father was of unyielding temper and unforgiving disposition.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 746.]

5. Deeds (§ 68 (1)*)—Validity—Unjust Disposition.—The fact that by deed a father deprived his son, formerly his favorite, of all property, did not invalidate the deed, where neither mental incompetency nor undue influence were shown, but merely that the father was of unyielding temper and unforgiving disposition.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 375.]

Appeal from Circuit Court, Wythe County.

Suit by Frank B. Wohlford against George C. Wohlford. Bill dismissed, and plaintiff appeals. Affirmed.

E. Lee Trinkle and *W. B. Kegley*, both of Wytheville, for appellant.

W. S. Poage and *S. B. Campbell*, both of Wytheville, for appellee.

BLAIR *v.* BROADWATER.

Sept. 20, 1917.

[93 S. W. 632.]

1. Parent and Child (§ 13 (1)*)—Liability for Tort of Child—Dangerous Instrumentality.—An automobile is not such a dangerous ma-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

chine or agency as to make a father liable for injuries caused by it while being operated by his daughter, on the theory that the father was himself negligent in permitting the child to use a dangerous instrumentality.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 635; 16 Va.-W. Va. Enc. Dig. 170.]

2. Master and Servant (§ 301 (1)*)—Parent and Child (§ 13 (1))—Parent's Liability for Torts of Child—Injuries from Automobile.—The liability of a father for injuries caused by an automobile owned by him, while being operated by his daughter, cannot be based on the mere relationship of parent and child, but must be based on the relation of master and servant; and a daughter is not using an automobile in her father's business, so as to create the relation of master and servant, merely because the automobile was purchased for the use and pleasure of the family, and is being used by her for the precise purpose for which it was purchased.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 727; 10 Va.-W. Va. Enc. Dig. 635.]

Error to Circuit Court, Scott County.

Action by C. C. Blair against C. C. Broadwater. Judgment for defendant, and plaintiff brings error. Affirmed.

W. S. Cox and *J. P. Corns*, both of Gate City, for plaintiff in error.

Coleman & Carter, of Gate City, for defendant in error.

HANCKEL et al. v. HOLCOMBE et al.

Sept. 20, 1917.

[93 S. E. 634.]

1. Wills (§ 476*)—Construction of Will and Codicils.—Every part of a will, including codicils, must be construed together in cases of doubt, in order to ascertain the testator's meaning.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 781.]

2. Wills (§ 502*)—Construction—Description of Legatees—Relatives.—A codicil increasing "bequests," to relatives, construed with other codicils, held not to include testatrix's sister or the sister's children, who were residuary legatees; the later codicils manifesting testatrix's purpose to distribute surplus proceeds of the sale of her home to those to whom she had previously given specific legacies.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 805 et seq.]

3. Wills (§ 456*)—Construction—Language of Instrument.—Where a

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.